



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

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| RFQ NUMBER |
| WEH12106   |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| ROBERTA WAGNER<br>304-558-0067          |

RFQ COPY

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VENDOR

SHIP TO

HEALTH AND HUMAN RESOURCES  
 WELCH COMMUNITY HOSPITAL  
  
 454 MCDOWELL STREET  
 WELCH, WV  
 24801 304-436-8710

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 03/07/2012   |               |          |        |               |

BID OPENING DATE: 04/05/2012 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT NO. | ITEM NUMBER                                   | UNIT PRICE | AMOUNT |
|--|----------|-----|---------|---|------------|--------|
| THE STATE OF WEST VIRGINIA AND ITS AGENCY THE DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH AND HEALTH FACILITIES (BHBF), AND WELCH COMMUNITY HOSPITAL REQUEST A QUOTE TO ENGAGE THE SERVICES OF A HEALTHCARE PROVIDER FOR ONSITE SPECIALTY SERVICES IN THE AREAS OF AUDIOLOGY, OPTOMETRY, PODIATRY AND DENTISTRY SERVICES FOR LONG TERM CARE RESIDENTS WITHIN OUR GOLDEN HARVEST UNIT.<br><br>FACILITY LOCATION: 454 MCDOWELL STREET<br>WELCH, WV 24801<br>MCDOWELL COUNTY<br><br>**BID OPENING: APRIL 5, 2012 @ 1:30 PM<br><br>LOCATION: PURCHASING DIVISION, BUILDING #15<br>2019 WASHINGTON STREET, EAST<br>CHARLESTON, WV 25305 |          |     |         |   |            |        |
| 0001   | 50       | EA  |         | 948-74  |            |        |
|  |          |     |         | OPTOMETRY VISITS - ESTIMATED 50 ANNUAL VISITS |            |        |
| 0002   | 5        | EA  |         | 948-74  |            |        |
|  |          |     |         | EYE GLASSES - ESTIMATED 5 PAIR ANNUALLY       |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
  2. The State may accept or reject in part, or in whole, any bid.
  3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 24801 304-436-8710

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| 0003   | 50       | EA  |          | 948-74      |            |        |
| DENTAL VISITS - ESTIMATED 50 ANNUAL VISITS           |          |     |          |             |            |        |
| 0004   | 5        | EA  |          | 948-74      |            |        |
| DENTURES (SINGLE PLATES) - ESTIMATED 5 SINGLE PLATES |          |     |          |             |            |        |
| ANNUALLY.  |          |     |          |             |            |        |
| 0005   | 5        | EA  |          | 948-74      |            |        |
| DENTURES (FULL PLATES) - ESTIMATED 5 FULL PLATES     |          |     |          |             |            |        |
| ANNUALLY.  |          |     |          |             |            |        |
| 0006   | 50       | EA  |          | 948-74      |            |        |
| AUDIOLOGY VISITS - ESTIMATED 50 ANNUAL VISITS        |          |     |          |             |            |        |

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| 0007   | 5        | EA  |          | 948-74      |            |        |
| HEARING AIDS (SINGLE) - ESTIMATED 5 SINGLE HEARING AIDS ANNUALLY.  |          |     |          |             |            |        |
| 0008   | 5        | EA  |          | 948-74      |            |        |
| HEARING AIDS (PAIR) - ESTIMATED 5 PAIR HEARING AIDS ANNUALLY.  |          |     |          |             |            |        |
| 0009   | 200      | EA  |          | 948-74      |            |        |
| PODIATRY VISITS - ESTIMATED 200 ANNUAL VISITS  |          |     |          |             |            |        |
| "THESE ESTIMATES ARE FOR EVALUATION PURPOSES ONLY AND THE ACTUAL NUMBERS NEEDED WILL BE PROVIDED BY THE SUCCESSFUL BIDDER, WHETHER IT BE MORE OR LESS"   |          |     |          |             |            |        |
| EXHIBIT 3  |          |     |          |             |            |        |
| LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL |          |     |          |             |            |        |

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| <p>NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT BY THE STATE OF WEST VIRGINIA, ITS AGENCIES, OR POLITICAL SUBDIVISIONS, THE TERMS, CONDITIONS, AND PRICING SET FORTH HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE</p> |          |     |          |             |            |        |

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| <p>APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:<br/>           (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25305-0130</p> |          |     |          |             |            |        |

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| <p>**A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: ROBERTA WAGNER / FILE 22</p> <p>RFQ. NO.: WEH12106</p> <p>BID OPENING DATE: APRIL 5, 2012</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> |          |     |         |             |            |        |

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| <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSA SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>INQUIRIES:<br/>           WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 03/20/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>ROBERTA WAGNER<br/>           DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           2019 WASHINGTON STREET, EAST<br/>           CHARLESTON, WV 25311<br/>           FAX: (304) 558-4115<br/>           E-MAIL: ROBERTA.A.WAGNER@WV.GOV</p> |          |     |          |             |            |        |

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## REQUEST FOR QUOTATION

State of West Virginia  
 Department of Health and Human Resources  
 Bureau for Behavioral Health and Health Facilities  
 Welch Community Hospital  
 RFQ #WEH12106

**Purpose:**

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the Department of Health and Human Resources, Bureau for Behavioral Health Facilities, Welch Community Hospital, "Agency" is soliciting Quotations to secure a health care provider for onsite services at Welch Community Hospital, WHEREAS, Welch Community Hospital's long term care unit operated by DHHR. Located in Welch, McDowell County, West Virginia, the hospital serves a designated medically underserved region of the State of West Virginia. DHHR has a statutory duty to operate Welch Community Hospital. In order to fulfill that duty, DHHR seeks a contractor who will provide quality: (1) onsite specialty services in the areas of Audiology, Optometry, Podiatry, and Dentistry Services for long term care residents within our Golden Harvest Unit at to the facility.

**Project:**

The mission or purpose of this project is to provide onsite services in the area of Audiology, Optometry, Podiatry, and Dentistry Services for long term care residents within our Golden Harvest Unit.

**Location:**

Facility is located in McDowell County at Welch Community Hospital, 454 McDowell Street, Welch, WV 24801.

**Background:**

The following numbers represent the typical utilization encountered by the service area of Welch Community Hospital for the 2011 fiscal year:

Volume of Patient Services:

Long Term Care Annual average 48 Patients (per day) – 94%  
 Total Patient Days 16,395

**Article I           VENDOR RESPONSIBILITIES**

- A. **General Service Requirements:** Vendor shall recruit, supervise and compensate health care providers, pursuant to the terms of this contract, to meet the coverage and needs of Welch Community Hospital for the services set forth more specifically below. It shall be the Vendor's continuous responsibility to monitor the service requirements. Vendor's medical staff must provide service to all long term care patients who present themselves regardless of their ability to pay for treatment and services. Vendor shall also require its physicians to actively participate with Hospital's medical staff within the long term care unit as to the care provided to each resident.

Vendor will provide documentation to the facility of all patient encounters.

Vendor shall require all physicians and staff to wear Welch Community Hospital Photo Identification (ID) Badge. The photo ID badges will be provided to each physician and staff member by the facility.

B. **Specialty Services:**

1. **Audiology: Ear Examinations and Audiometric evaluations**

- a. Vendor will conduct an ear examination for all identified residents with symptoms and/or complaints.
- b. Vendor will provide facility with a medical history of each resident involving hearing and ear pathology.
- c. Vendor will provide a physical examination of resident's external ears, ear canals and tympanic membranes.
- d. Vendor will provide removal of cerumen, if applicable.
- e. Vendor will perform a diagnostic hearing evaluation utilizing objective and/or diagnostic evaluation procedures.
- a. Vendor will complete reports for attending physician and professional staff, to include Section C information (Communication/Hearing Patterns) for Minimum Data Set (MDS) requirements. MDS information can be located at the following website:  
<https://www.cms.gov/NursingHomeQualityInits/>
- f. Vendor will make adjustments, maintenance and repair of resident's hearing instruments. Also, will provide hearing aids where appropriate (through Medicare, Medicaid, insurance, or private pay). Vendor will provide a lifetime replacement guarantee for hearing aids: vendor will fit and dispense replacement hearing aid(s) at no cost to the patient, the patient's family or the facility, if a patient's hearing aid, dispensed through vendor, is lost or broken beyond repair as long as the patient is a current resident of Welch Community Hospital.

## 2. Optometry: Professional Optometric Services

- b. Vendor will provide a medical history of resident involving vision and eye pathology.
- c. Vendor will perform comprehensive visual examinations, refraction (manual and computerized), serial tonometry, and cataract evaluation.
- d. Vendor will perform eye wear adjustment, maintenance, and repair.
- e. Vendor will complete reports for attending physicians and professional staff, to include Section D information (Vision Patterns) for Minimum Data Set (MDS) requirements. MDS information can be located at the following website:  
<https://www.cms.gov/NursingHomeQualityInits/>
- f. Vendor will perform eye wear adjustment, maintenance, and repair. The vendor will also provide eye wear where appropriate (through Medicaid, insurance, or private pay). Vendor will provide lifetime replacement guarantee for eyeglasses: vendor will provide replacement at no cost to the patient, the patient's family or the facility, if a patient's eyeglasses are lost or broken beyond repair as long as the glasses were dispensed by the vendor and the patient is a current resident of Welch Community Hospital.

## 3. Podiatry:

- a. Vendor will perform annual lower extremity examination, including vascular and neurologic findings as needed.
- b. Vendor will conduct a review of past and current medical history pertinent to lower extremity problems.
- c. Vendor will provide diabetic foot care. This is to include therapeutic diabetic shoe program (Medicare Part B). Vendor will examine both feet and make any comments that may be beneficial to the resident or attending physician. Vendor will measure and fit therapeutic extra depth shoes and custom molded inserts for qualified Medicare eligible diabetic residents. Vendor will coordinate required paperwork with residents' attending physician and complete reports as needed. Vendor will provide annual follow-up with residents to determine need for new depth shoes and inserts. Vendor will provide lifetime replacement guarantee for diabetic shoes: vendor will provide replacement at no cost to the patient, the

patient's family, or the facility, if a patient's diabetic shoes, dispensed through the vendor are lost or worn beyond repair as long as the patient is a current resident of Welch Community Hospital.

- d. Vendor will provide treatment of mycotic nails, ingrown toenails, including minor nail surgery.
- e. Vendor will perform regular accommodative foot care including nail care, treatment of corns, and callouses.
- f. Vendor will identify "high risk" patients for nursing staff.
- g. Vendor will provide regular foot care for "high risk" patients with vascular neurologic compromise.
- h. Vendor will advise patients and staff on shoe gear and shoe modifications as needed.
- i. Vendor will provide complete reports documenting physical findings, clinical diagnosis and treatment will be promptly provided for the patient's permanent medical record.

Dentistry Services: Limited to denture services only with an option to add other dental services at a later time.

**4. Dentistry Services:**

- a. Vendor will conduct periodic oral examinations for all identified residents for possibility of indications for needed dental care.
- b. Vendor will conduct a dental examination for all identified residents with symptoms and/or complaints.
- c. Vendor will provide routine cleanings.
- d. Vendor will provide treatment of sores and gum lesions.
- e. Vendor will advise patients and staff of additional dental services needed for each resident prior to treatment or purchase of dentures.
- f. Vendor will advise patients and staff as to referrals for dental procedures requiring restoration work or extractions prior to making such referrals.
- g. Vendor will provide complete reports documenting physical findings, clinical diagnosis and treatment will be promptly provided for the patient's permanent medical record.
- h. Vendor will provide dentures, full and partial, refitting, relines and/or repair of dentures where appropriate (through Medicare, Medicaid, insurance, or private pay). Vendor will provide a lifetime replacement guarantee for dentures: vendor will fit and dispense replacement denture(s) at no cost to the patient, the patient's family or the facility, if a patient's denture(s), dispensed through vendor, is lost or broken beyond repair as long as the patient is a current resident of Welch Community Hospital.

**C. Vendor agrees to the following:**

- 1. Provide selected services in accordance with all State and Federal regulations.
- 2. Perform services at a mutually agreed upon time. Services shall be performed Monday through Friday, 7:00 am through 5:00 pm.
- 3. Comply with all rules and regulations of the facility and as ordered by the residents attending physician.
- 4. Provide documentation of services in a manner and at a level acceptable to the facility and regulation agencies.
- 5. Participate with in-service education programs for appropriate staff upon reasonable request.
- 6. Bill the resident and/or third party for services rendered.
- 7. Assume professional and administrative responsibility for the services rendered.

**D. Facility agrees to:**

- 1. Provide suitable space for the service.

2. Provide names, records and/or other informational background material on residents necessary for evaluation, treatment, therapy and/or billing purposes.
  3. Designate one person on staff to serve as a coordinator for services.
  4. Provide staff person to assist in timely transport of residents to examination area on day of service. If for any reason person designated for date of service is unable to assist, facility must assign another staff member for physician.
- E. **Professional Practice:** VENDOR shall provide health care providers who are qualified, professional, competent and duly licensed. Physicians must have a current DEA number. VENDOR shall provide Medicare numbers, Medicaid numbers, UPIN numbers, and any and all licenses normally required by VENDOR, its agents and employees. Physicians must apply and receive appointment to the medical staff and obtain clinical privileges at Welch Community Hospital. Physicians and other health care providers must complete medical records in a timely manner in compliance with regulations as established by third party reimbursement organizations and the hospital's Medical Staff By-Laws. VENDOR is responsible for notifying Hospital of any physician or other health care provider whose credentials at any time are not in compliance with this section. VENDOR must provide Hospital with a current list of all health care providers and the services they are providing as well as timely notice to Hospital of any change in physician or other health care providers. The Hospital reserves the right to approve or reject, at any time, any health care provider proposed by VENDOR.
- F. **Accreditation and Licensure:** VENDOR and its health care providers will assist the hospital in its efforts to obtain and maintain all proper licenses, certification and accreditation by the Joint Commission on Accreditation of Health Care Organizations (JCAHO) and the Health Care Financing Authority/Office of Health Facilities Licensure and Certification (HCFA/OHFLAC). VENDOR will have available upon request a model of health care provider protocols that assures compliance with standards by JCAHO and HCFA/OHFLAC.
- G. **Patient Referrals:** In order to assure continuation of this Hospital's ability to provide sub-specialty services, VENDOR's health care providers will, when medically and legally appropriate, refer patients to other physicians practicing at Welch Community Hospital. VENDOR's health care providers will make every effort to make appropriate referrals of patients for in-patient care at the hospital. VENDOR will assure its health care providers do not violate Section 1877 of the Social Security Act and any accompanying current and future regulations to Section 1877 of this Act (more commonly known as the "Stark Law"). VENDOR agrees to indemnify and hold harmless State and DHHR for its health care provider's violations of the Stark Law(s).
- H. **Medical Records:** VENDOR agrees to abide by Federal, State, DHHR and Hospital laws and guidelines for records privacy, retention and security. VENDOR will maintain records for a period of five (5) years from date of service and make those records available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, their agents or assigns. VENDOR must maintain, and agrees to make available upon request, its policy with step-by-step guidelines for assuring appropriate management of medical records in compliance with all Federal, State, DHHR and Hospital mandates, including but not limited to Medicare and Medicaid guidelines.
- I. **Patient Grievances:** VENDOR must maintain and agree to provide a policy with step-by-step description of handling patient complaints regarding services provided by and conduct of its health care providers. A copy of this policy should accompany the bid and must be provided upon request.
- J. **Non-competition clause:** An underlying DHHR objective in providing quality health care services is to promote the ability of patients to develop on-going, long-term relationships with their health care provider; any contract between VENDOR and its health care providers shall not include a non-

competition clause enforceable against the health care provider. This provision is adopted to ensure that a health care provider is not forced to leave his/her patients should they decide to leave the VENDOR's employ or because VENDOR's contract with the State and DHHR is terminated or not renewed.

**K. Suspension or Termination of Health Care Provider:**

VENDOR's health care providers' participation may be suspended or terminated by DHHR for any of the following reasons: (1) suspension or revocation of the license authorizing the provision of services; (2) a conviction of a criminal charge; (3) failure to obtain and maintain active privileges at the hospital; or (4) suspension or revocation of the health care provider's DEA number and/or DEA privileges; or (5) as otherwise provided for herein below.

1. DHHR shall report in writing to VENDOR situations and actions involving VENDOR's health care providers with DHHR regards as evidencing substandard care or poor business practice(s) which are otherwise not in the best interest of patients or DHHR. This report shall contain DHHR's recommendations and/or opinions regarding appropriate VENDOR action. DHHR may also recommend the suspension or termination of a health care provider from participation under the contract although final determination shall remain with VENDOR. If VENDOR and DHHR cannot reach a mutually agreeable decision with respect to action to be taken against the health care provider, DHHR may elect to utilize the termination provisions contained herein.
2. Notwithstanding the foregoing, DHHR may immediately suspend a health care provider's privileges when, in DHHR's opinion, there is a clear endangerment of employee or patient health, welfare or safety. Such suspension shall continue until VENDOR's recommendations are made to DHHR. IF DHHR does not agree with the recommendations and actions taken by VENDOR, DHHR may elect to utilize the termination provisions contained herein.
3. DHHR may report in writing to VENDOR services provided which, in DHHR's opinion, is inappropriate or excessive. VENDOR may, within fifteen (15) days from the date of such notification implement appropriate methods and measures to address the issues. DHHR shall also recommend the suspension or termination of a health care provider who DHHR believes is engaging in inappropriate or excessive utilization of services or resources, from participation under any contract although the final determination of suspension or termination shall rest with VENDOR. Should VENDOR elect not to act on DHHR's recommendations or opinions or take action inconsistent with DHHR's recommendations within fifteen (15) days, DHHR may elect to utilize the termination provisions contained herein.

**ARTICLE II. Facility Responsibilities**

- A. Provide Suitable space for the service.
- B. Provide names, records and/or other informational background material on residents necessary for evaluation, treatment, therapy and/or billing purposes.
- C. Designate one person on staff to serve as a coordinator of services.
- D. Provide staff person to assist in timely transport of residents to examination area on day of service. If for any reason person designated for date of service is unable to assist, facility will assign another staff member.
- E. Facility will educate/inform patients, patient's family, and/or responsible parties of all services vendor has offered and to make available all residents who desire to obtain services from selected vendor.

**ARTICLE III. SPECIAL TERMS AND CONDITIONS:****A. Bid and Performance Bonds:** Not applicable**B. Insurance Requirements:**

Certificates of Insurance are required prior to award but are not required at the time of bid. The vendor shall present evidence of insurance at the time of award in the types and amounts required by the Agency and acceptable to the State. VENDOR, as an independent contractor, shall be solely liable for the acts and omissions of its employees and agents. VENDOR shall maintain and furnish proof of coverage of liability insurance for loss, damage, or injury (including death) of third parties arising from acts and omissions on the part of VENDOR, its agents and employees in the following amounts:

1. For bodily injury (including death): Minimum of \$1,000,000 per occurrence.
2. For property damage: Minimum of \$1,000,000 (one million dollars) per occurrence.
3. Professional liability: Minimum of \$1,000,000 (one million dollars) per occurrence.

The State of West Virginia shall be named the Certificate Holder.

**C. License Requirements:**

VENDOR at all times shall provide health care providers who are qualified, professional, competent, duly licensed, and physicians must have a current DEA number. VENDOR'S physicians are required to have and maintain a valid and current CPR/First aid card. VENDOR shall provide Medicare numbers, Medicaid numbers, UPIN numbers, and any and all licenses required by VENDOR, its agents and employees.

**D. Continuity of Services:**

This contract is intended to provide continuity of physician services and the management thereof on a continuous basis. In the event of termination of the contract by VENDOR, VENDOR must assume the continuity of health care services at a level consistent with the terms of the contract for a period not to exceed twelve (12) months from the notice of termination or until such time as DHHR can provide an alternative vendor.

**ARTICLE IV. GENERAL TERMS AND CODITIONS:****A. Conflict of Interest:**

VENDOR affirms that it, its officers or members of employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance of its services hereunder. VENDOR shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to DHHR.

**B. Prohibition Against Gratuities:**

VENDOR warrants that it has not employed any company or person other than a bona fide employee working solely for VENDOR or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon the contact.

For breach or violation of this warranty, the State shall have the right to annul any subsequent contract without liability at its discretion, and/or to pursue any other remedies available under this contract or by law.

**C. Certifications Related to Lobbying:**

VENDOR certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the company or an employee thereof, to any person for purposes of influencing or attempting to influence an officer or employee of any federal entity, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, VENDOR shall complete and submit a disclosure form to report the lobbying.

VENDOR agrees that this language of certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this contract was made and entered into.

**D. Vendor Relationship to State and DHHR:**

The relationship of VENDOR to the State will be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. As an independent contractor, VENDOR is solely liable for the acts and omissions of its employees and agents.

VENDOR shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the VENDOR nor any employees or contractors of VENDOR shall be deemed to be employees of the State for any purposes whatsoever.

VENDOR shall be exclusively responsible for payment of his/her employees and agents of all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, and licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.

VENDOR shall not bring any type of legal action and shall hold harmless and provide the State and DHHR with a defense against any and all claims for which the State is held responsible, including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns.

VENDOR shall not assign, convey, transfer or delegate any of its responsibilities and obligations under any subsequent contract to any person, corporation, partnership, association or entity without expressed written consent of DHHR.

**E. Indemnification:**

VENDOR agrees to indemnify, defend and hold harmless the State and DHHR, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by VENDOR, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; (3) Any failure of VENDOR, its officers, employees or subcontractors to observe State and Federal laws, including but not limited to labor and wage laws; and (4) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including without limitation, disregard of federal or State Medicaid and Medicare statutes or regulations of VENDOR, its officers, employees, or subcontractors in the performance of the services required under this contract.

**F. Contract Provisions:**

A purchase order will be executed between the DHHR and VENDOR. The order of precedence is the contract, specifications, terms and conditions, bid requirements, any addenda, and the vendor's bid.

**G. Governing Law:**

This contract shall be governed by the laws of the State of West Virginia. VENDOR further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State and Local Government rules, regulations and policies.

**H. Compliance with Laws and Regulations**

In addition to the requirements found in Article I – C. above, VENDOR shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State or Municipal Laws, regulations, policies and ordinances. Upon award, the successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 fee.

West Virginia Code §21A-2-6 (18) prohibits the State or DHHR from contracting with any vendor not in compliance with Bureau of Employment Program regulations.

VENDOR shall pay any applicable sales, use, or personal property taxes arising out of the contract, the transaction, or the equipment, or services delivered pursuant hereto shall be done by VENDOR. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of the resulting contract.

VENDOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations, rules, policies and ordinances relating to licensure and regulation of physicians, other health care providers and hospitals. All standards of medical practice and professional duties of VENDOR and its employees shall be determined in accordance with the hospital's Medical Staff By-laws.

VENDOR shall agree to provide an annual attestation that it bills in accordance with Medicare and Medicaid laws. VENDOR shall produce a copy of its corporate compliance program relating thereto.



**I. Subcontracts/Joint Ventures:**

VENDOR is solely responsible for all work performed under the contract and shall assume prime contractor responsibility for all services offered and products to be delivered. The State and DHHR will consider VENDOR to be the sole point of contact with regard to all contractual matters. VENDOR may, with the prior written consent of the State and DHHR, enter into written subcontracts for performance of work. However, VENDOR shall remain responsible for payment of its employees or subcontractors.

**J. Record Retention (Access & Confidentiality):**

VENDOR shall comply with all applicable federal and State of West Virginia laws, rules, regulations and requirements governing the maintenance of documentation verify services or commodities rendered by VENDOR.

VENDOR, its employees and agents shall have access to private and confidential data maintained by Hospital to the extent required for VENDOR to carry out the duties and responsibilities defined in the contract. VENDOR agrees to maintain confidentiality and security of the data made available. VENDOR shall indemnify and hold harmless the State and DHHR against any and all claims, brought by any party, attributed to actions of breach of confidentiality by VENDOR, subcontractors, or individuals permitted access by VENDOR, including legal fees and disbursement paid or incurred to enforce the provision of the contract. VENDOR shall accept responsibility for providing adequate supervision and training to its agents and employees to ensure that confidentiality is maintained. No private or confidential data, maintained or used during the course of the contract period shall be disseminated except as authorized by statute either during the contract period or thereafter.

**K. News Release:**

News releases or other publicity pertaining to the services to be provided under this contract shall not be made without prior approval by DHHR.

**L. Debarment and Suspension:**

VENDOR certifies that no entity, agency, subcontractor or person associated with the VENDOR is currently debarred or suspended by any state or the Federal government.

**M. Health Insurance Portability and Accountability Act (HIPAA) of 1996**

The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site: [http://www.state.wv.us/admin/purchase/vrc/WvBaaAgApproved\\_20100802.pdf](http://www.state.wv.us/admin/purchase/vrc/WvBaaAgApproved_20100802.pdf) is hereby part of this agreement. All future updates to the BAA will be considered part of this agreement.

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_
Date: \_\_\_\_\_ Title: \_\_\_\_\_

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_